

# **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

MARIA BOWMAN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	1:21-cv-04046-CAP
ST. ANTONY'S GROUP, INC. d/b/a	)	
BP QUICK MART, ABRAHAM	)	
KALATHIL, JAIN STEPHEN, and	)	
JAIS STEPHEN,	)	
	)	
Defendants.	)	

**SETTLEMENT AGREEMENT  
AND MUTUAL GENERAL RELEASE**

This Settlement Agreement and General Release (hereinafter the “Agreement”) is made and entered into this 21st day of December 2021, by and between plaintiff Maria Bowman (“Bowman” or “Plaintiff”) and the named Defendants ST. ANTONY'S GROUP, INC., JAIN STEPHENS, JAIS STEPHEN and ABRAHAM KALATHIL (collectively, “St. Antony’s” or “Defendants”) herein identified as the Parties.

**W I T N E S S E T H:**

**WHEREAS**, Bowman filed an individual lawsuit pursuant to the Fair Labor Standards Act (FLSA), 29 U.S.C. section 201, et. seq., entitled *Bowman v. St.*

*Antony's Group, Inc., et. al.,* in the United States District Court for the Northern District of Georgia, No. 1:21-cv-04046-CAP ("the Lawsuit"); in which she seeks damages and relief arising out of her employment with St. Antony's at a BP gas mart, contending that she was not paid overtime for all hours she worked over 40 hours for each administrative workweek; and does not assert collective claims; and

**WHEREAS**, the Parties have carefully reviewed employment records, including time and attendance records, and have discussed the manner in which Bowman was paid while working with St. Antony's, and have mutually agreed that, based upon such review and negotiation between the parties, that Bowman is due the gross sum of \$14,034.97 in overtime pay for the period of Bowman's employment at St. Antony's being February 22, 2019 to February 22, 2021, which sum represents full compensation for all unpaid overtime due Bowman while working at the BP gas mart owned by St. Antony's, as shown on Exhibit "A" attached hereto;

**WHEREAS**, St. Antony's no longer operates the BP gas mart where Bowman was employed because it has been sold to unaffiliated third parties, and St. Antony's is in the process of winding up and closing out its business affairs during calendar year 2021;

**WHEREAS**, St. Antony's and the three individual Defendants named in the litigation represent that they do not currently, and will not in the future, engage in the overtime pay practices alleged in the Complaint;

**WHEREAS**, St. Antony's contends that during the course of Plaintiff's employment with St. Antony's she received substantial sums of cash and goods from St. Antony's or the individual Defendants which she did not repay, such that St. Antony's or one or more of the individual Defendants have potential material counterclaims against her, under various contract, equity, and/or tort theories of recovery, the value of which is allegedly in excess of \$19,000.00, exclusive of attorneys' fees and costs;

**WHEREAS**, after careful review and analysis, both Parties recognize that it would be in the best interest of all parties for Bowman to promptly obtain a release from St. Antony's and the individual Defendants so that all claims between the parties can be fully and completely resolved at one time and the Lawsuit dismissed, and Bowman has been advised by her counsel of the risks of trial in the Lawsuit, and other venues, including the Defendants' potential recovery against her should their claims succeed;

**WHEREAS**, in light of all the particulars involved in the issues pending between the Parties, the risks and costs associated with prolonged litigation, and the

desire of all the Parties to fully resolve all claims against each other in an expeditious fashion while St. Antony's is still a viable entity, Bowman is willing to release her FLSA claims in exchange for the total gross payment of \$14,034.97, representing full and complete compensation due for her overtime claims;

**WHEREAS**, the Parties agree to, in addition to the FLSA release, mutually release all claims against one another, which is a material benefit to all Parties, including Bowman, because, among other things, Bowman is receiving the benefit of being released from potential material liability and the threat of time-consuming and expensive litigation;

**WHEREAS**, Bowman has voluntarily chosen to enter into this Agreement for the reasons stated above, and there has been no communication between the Parties apart from communications through counsel and no undue influence by the Defendants that any person could suggest undermine the settlement's fairness;

**WHEREAS**, Bowman has retained the firm of Scott Employment Law, P.C., which has substantial experience in handling FLSA cases, which has incurred expenses of \$1,333.20 and expended in excess of 20 hours of attorney time (which shall continue to increase in finalizing the settlement and seeking Court approval) at a rate of \$375.00/hour for Justin M. Scott and \$300/hour for associate time in communications with Plaintiff, research, filing the Complaint, locating and serving

the Defendants, negotiations with opposing counsel, and other tasks, as shown on Exhibit "B" attached hereto, and St. Antony's has agreed to pay the sum of \$8,000 to Bowman's counsel, which amount was negotiated separately from the amount to be paid to Bowman, and is based on Plaintiff's counsel's regular rates and actual time spent pursuing this matter;

**WHEREAS**, all parties to this Agreement desire to fully and finally settle all differences, claims, charges, or complaints between them, including but not limited to all allegations which have been made in the Lawsuit or which arose out of Bowman's employment with St. Antony's, and the allegations that she received merchandise and gasoline without payment;

**NOW, THEREFORE**, incorporating the foregoing recital of facts and in consideration of the mutual promises and agreements herein set forth, the Parties hereto agree as follows:

1. This Agreement is conditioned entirely upon Court approval. Should the Court decline to approve it, the Parties shall work together cooperatively to submit a revised Agreement to the Court that meets the Court's approval. If the Parties are unable to do so, this Agreement shall be null and void, and shall have no effect on any claims or defenses of the Parties or the Litigation.

2. Bowman shall file a Joint Motion to Approve Settlement Agreement and Dismiss Case with Prejudice and a Proposed Order in the Litigation on or before December 23, 2021, provided that this Agreement is fully executed before then and the Parties have agreed upon the Joint Motion.

3. As a material inducement for all Parties to enter into this Agreement St. Antony's will pay to Bowman and her attorneys the total gross sum of \$22,034.97, representing overtime wages, attorneys' fees and the costs of litigation, and other alleged damages. Payment shall be made as follows:

- (1) payment to Bowman in the gross amount of \$14,034.97, less standard payroll withholding; and (2) payment to her attorneys of record, Scott Employment Law, P.C. in the sum of \$8,000.00.
- (2) Payment shall be made by wire transfer to Plaintiff Counsel's trust account within four (4) days after St. Antony's receives an original executed Agreement and W-9s from Scott Employment Law, P.C. and the Court approves this Settlement Agreement.

4. **FLSA Release:** Bowman, in exchange for the payment in the gross amount of \$14,034.97, representing full payment of overtime alleged owed, releases and forever discharges on behalf of herself and her successors, heirs, assigns, legal representatives, agents, attorneys, and all other persons, all claims under the FLSA

against St. Antony's Group, Inc., Jain Stephen, Jais Stephen, and Abraham Kalathil, their affiliates, related companies, successors, predecessors, employees, officers, directors, assigns, insurers, accountants, attorneys, legal representatives and agents (collectively "the Releasees").

**5. Separate Mutual General Release:** Bowman, for and in consideration of additional good and valuable consideration in the form of the Defendants' release of known and material claims against her, the receipt and sufficiency of which is hereby acknowledged, releases and forever discharges on behalf of herself and her successors, heirs, assigns, legal representatives, agents, attorneys, and all other persons, any and all past, present, and future claims, causes of action, debts, obligations, duties, liabilities, damages, or demands, whether in law or in equity, whether sounding in contract, tort, fraud, statutory or regulatory violation, or otherwise (including any claims for compensation, severance, vacation and sick leave benefits, group health benefits, pension benefits), whether accrued or that may hereafter accrue, or whether now known or hereafter discovered, occurring at any time on or before the effective date of this Agreement, that she may have against the Releasees. Bowman acknowledges that the Releasees have no past, present or future liability, obligation, or duty other than payment as stated herein. It is the intention of Bowman that this release shall encompass all claims, whether known or unknown,

including those unintentionally omitted from the terms of this release. It is the intention of Bowman that this release shall constitute a release from liability for any claims which may already exist, but which are unknown to or undiscovered by Bowman. This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

Bowman acknowledges that this Agreement releases claims under the Age Discrimination in Employment Act (ADEA) 29 U.S.C. § 621, et. seq., and is intended to comply with the Older Workers Benefit Protection Act 29 U.S.C. § 626(f) et. seq., and does not affect the EEOC's rights and responsibilities or interfere with her protected rights thereunder. Bowman has been advised to consult her attorney before signing this Agreement. The Agreement does not release claims that arise after the date Bowman signs it. Bowman has up to twenty-one (21) days to consider this Agreement after receiving it from St. Antony's; and an additional seven (7) days to revoke her signature. The Agreement is not effective on either party until after the full seven (7) day revocation period has ended.

St. Antony's, Jain Stephen, Jais Stephen, and Abraham Kalathil, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, release and forever discharge on behalf of

themselves and their successors, heirs, assigns, legal representatives, agents, attorneys, and all other persons, any and all past, present, and future claims, causes of action, debts, obligations, duties, liabilities, damages, or demands, whether in law or in equity, whether sounding in contract, tort, fraud, statutory or regulatory violation, or otherwise whether accrued or that may hereafter accrue, or whether now known or hereafter discovered, occurring at any time on or before the effective date of this Agreement, that they may have against Bowman and her heirs, successors, assigns, attorneys, legal representatives and agents. It is their intention that this release shall encompass all claims, whether known or unknown, including those unintentionally omitted from the terms of this release. This release shall encompass any and all claims arising from Bowman's employment with St. Antony's, including any claims for sums of cash and/or goods received by Bowman from St. Antony's or the individual Defendants, which sums St. Antony's alleges that Bowman did not repay and/or for which goods Bowman did not pay. It is their intention that this release shall constitute a release from liability for any claims which may already exist, but which are unknown to or undiscovered by them. This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

**6.** In further consideration of the covenants, warranties, and representations contained herein, the Parties hereto expressly recognize and agree that this Agreement is a full and final settlement of all disputed claims amongst them.

**7.** This Agreement contains the entire agreement of the Parties hereto and no waiver, modification, or amendment of this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

**8.** The parties intend for this Agreement to be severable, and it is mutually agreed that if any provision shall be construed to be illegal or invalid, for any reason, such illegal or invalid part of this Agreement shall not affect the legality or validity of the other provisions contained herein.

**9.** In signing this Agreement, the Parties hereto expressly certify that they have carefully read all provisions contained herein, that they have consulted with legal counsel, and that they have knowingly and voluntarily signed this Agreement with the understanding that it will be final and binding as to their interests.

**10.** The Parties to this Agreement represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement made by the other or by any of the other's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

**11.** This Agreement shall be binding upon all of the Parties hereto, and upon their heirs, administrators, representatives, executors, successors, and assigns.

**12.** This Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the laws of the State of Georgia.

**13.** This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties.

**14.** This Agreement is not confidential. Nothing in this Agreement shall be construed so as to prevent Bowman from discussing her FLSA claims or the bases therefore.

Effective Date: This 21st day of December 2021.

SIGNATURES ON FOLLOWING PAGES

DocuSigned by:  
  
949E895B17274AA (SEAL)  
MARIA BOWMAN  
12/21/2021  
Date: \_\_\_\_\_

## ST. ANTONY'S GROUP, INC.

103 (SEAL)  
by: JAIN STEPHEN  
Date: 12/21/2021

 (SEAL)  
JAIN STEPHEN  
Date: 12/21/2021

Graham (SEAL)  
ABRAHAM KALATHIL  
Date: 12/21/2021

# **EXHIBIT A**

Date	Total Hours Worked	Straight Time Due @ 13 per Hour	Straight Time Paid by Check	Check Number	Straight Time Paid in Cash	Actual Straight Time Paid	Overtime Hours	Overtime Due @ 6.5
3/11/2019	48.61 \$	631.93 \$	390.00 #575	\$	242.00 \$	632.00	8.61 \$	55.96
3/18/2019	61 \$	793.00 \$	390.00 #577	\$	403.00 \$	793.00	21.00 \$	136.50
3/25/2019	59 \$	767.00 \$	390.00 #579	\$	377.00 \$	767.00	19.00 \$	123.50
4/1/2019	55 \$	715.00 \$	390.00 #585	\$	325.00 \$	715.00	15.00 \$	97.50
4/15/2019	62.54 \$	813.02 \$	390.00 #589	\$	423.00 \$	813.00	22.54 \$	146.51
4/22/2019	64 \$	832.00 \$	390.00 #591	\$	442.00 \$	832.00	24.00 \$	156.00
4/29/2019	54.23 \$	704.99 \$	390.00 #593	\$	315.00 \$	705.00	14.23 \$	92.50
5/6/2019	54.3 \$	705.90 \$	390.00 #601	\$	316.00 \$	706.00	14.30 \$	92.95
5/13/2019	55 \$	715.00 \$	390.00 #603	\$	325.00 \$	715.00	15.00 \$	97.50
5/20/2019	64.61 \$	839.93 \$	390.00 #605	\$	450.00 \$	840.00	24.61 \$	159.96
5/27/2019	40 \$	520.00 \$	390.00 #611	\$	130.00 \$	520.00	0.00 \$	-
6/3/2019	53.07 \$	689.91 \$	390.00 #613	\$	300.00 \$	690.00	13.07 \$	84.95
6/10/2019	55 \$	715.00 \$	390.00 #615	\$	325.00 \$	715.00	15.00 \$	97.50
6/17/2019	57 \$	741.00 \$	390.00 #617	\$	351.00 \$	741.00	17.00 \$	110.50
6/24/2019	65 \$	845.00 \$	390.00 #623	\$	455.00 \$	845.00	25.00 \$	162.50
7/1/2019	64 \$	832.00 \$	390.00 #625	\$	442.00 \$	832.00	24.00 \$	156.00
7/8/2019								
7/15/2019	52.38 \$	680.94 \$	390.00 #627	\$	291.00 \$	681.00	12.38 \$	80.47
7/22/2019	55 \$	715.00 \$	390.00 #629	\$	325.00 \$	715.00	15.00 \$	97.50
7/29/2019	60.53 \$	786.89 \$	390.00 #631	\$	397.00 \$	787.00	20.53 \$	133.44
8/5/2019	67 \$	871.00 \$	390.00 #637	\$	481.00 \$	871.00	27.00 \$	175.50
8/12/2019	43.23 \$	561.99 \$	390.00 #639	\$	172.00 \$	562.00	3.23 \$	20.99
8/19/2019								
8/26/2019	56 \$	728.00 \$	390.00 #643	\$	338.00 \$	728.00	16.00 \$	104.00
9/2/2019								
9/9/2019	48.3 \$	627.90 \$	390.00 check missing	\$	238.00 \$	628.00	8.30 \$	53.95
9/16/2019	55.38 \$	719.94 \$	390.00 #646	\$	330.00 \$	720.00	15.38 \$	99.97
9/23/2019	56 \$	728.00 \$	390.00 #647	\$	338.00 \$	728.00	16.00 \$	104.00
9/30/2019	65.53 \$	851.89 \$	390.00 #648	\$	462.00 \$	852.00	25.53 \$	165.94
10/7/2019	55.38 \$	719.94 \$	390.00 #653	\$	330.00 \$	720.00	15.38 \$	99.97
10/14/2019	85.38 \$	1,109.94 \$	390.00 #655	\$	720.00 \$	1,110.00	45.38 \$	294.97
10/21/2019	84.61 \$	1,099.93 \$	390.00 #655	\$	710.00 \$	1,100.00	44.61 \$	289.96
10/28/2019	59 \$	767.00 \$	390.00 #661	\$	377.00 \$	767.00	19.00 \$	123.50
11/4/2019	84 \$	1,092.00 \$	390.00 #663	\$	702.00 \$	1,092.00	44.00 \$	286.00
11/11/2019	78.3 \$	1,017.90 \$	390.00 #665	\$	628.00 \$	1,018.00	38.30 \$	248.95
11/18/2019	84.15 \$	1,093.95 \$	390.00 #667	\$	704.00 \$	1,094.00	44.15 \$	286.97
11/25/2019	64.3 \$	835.90 \$	390.00 #671	\$	446.00 \$	836.00	24.30 \$	157.95
12/2/2019	91 \$	1,183.00 \$	390.00 #673	\$	793.00 \$	1,183.00	51.00 \$	331.50
12/9/2019	77 \$	1,001.00 \$	390.00 #675	\$	611.00 \$	1,001.00	37.00 \$	240.50
12/16/2019	84.84 \$	1,102.92 \$	390.00 #677	\$	700.00 \$	1,090.00	44.84 \$	291.46
12/23/2019	76.15 \$	989.95 \$	390.00 #681	\$	600.00 \$	990.00	36.15 \$	234.97
12/30/2019	83.84 \$	1,089.92 \$	390.00 #683	\$	700.00 \$	1,090.00	43.84 \$	284.96

\$ 5,977.75

Date	Total Hours Worked	Straight Time Due @13	Staright Time Paid By Check	Check #	Straight Time Paid In Cash	Actual Straight Time Paid	Overtime Hours worked	Overtime Due @ 6.5
1/6/2020	64.3 \$	835.90 \$		390 00 #685	\$	446 00 \$	836 00	24.3 \$ 157.95
1/13/2020	63.46 \$	824.98 \$		390 00 #687	\$	435 00 \$	825 00	23.46 \$ 152.49
1/20/2020	81.46 \$	1,058.98 \$		390 00 #698	\$	669 00 \$	1,059 00	41.46 \$ 269.49
1/27/2020	79.3 \$	1,030.90 \$		390 00 #691	\$	641 00 \$	1,031 00	39.3 \$ 255.45
2/3/2020	83.84 \$	1,089.92 \$		390 00 #695	\$	700 00 \$	1,090 00	43.84 \$ 284.96
2/10/2020	69.23 \$	899.99 \$		390 00 check missing	\$	510 00 \$	900 00	29.23 \$ 189.99
2/17/2020	54.23 \$	704.99 \$		390 00 check missing	\$	315 00 \$	705 00	14.23 \$ 92.49
2/24/2020	50 \$	650.00 \$		390 00 #701	\$	260 00 \$	650 00	10 \$ 65.00
3/2/2020	71.92 \$	934.96 \$		390 00 #705	\$	545 00 \$	935 00	31.92 \$ 207.48
3/9/2020	60 \$	780.00 \$		390 00 #707	\$	390 00 \$	780 00	20 \$ 130.00
3/30/2020	56.15 \$	729.95 \$		390 00 #715	\$	340 00 \$	730 00	16.15 \$ 104.97
4/6/2020	71 \$	923.00 \$		390 00 #716	\$	533 00 \$	923 00	31 \$ 201.50
4/13/2020	73.07 \$	949.91 \$		390 00 #719	\$	560 00 \$	950 00	33.07 \$ 214.95
5/4/2020	35.77 \$	465.01 \$		390 00 #726	\$	75 00 \$	465 00	0 \$ -
5/11/2020	82.61 \$	1,073.93 \$		390 00 #729	\$	684 00 \$	1,074 00	42.61 \$ 276.96
5/18/2020	60 \$	780.00 \$		390 00 #732	\$	390 00 \$	780 00	20 \$ 130.00
5/25/2020	55 \$	715.00 \$		390 00 #735	\$	325 00 \$	715 00	15 \$ 97.50
6/1/2020	68.15 \$	885.95 \$		390 00 #741	\$	496 00 \$	886 00	28.15 \$ 182.97
6/8/2020	76.15 \$	989.95 \$		390 00 #746	\$	600 00 \$	990 00	36.15 \$ 234.97
6/15/2020	81 \$	1,053.00 \$		390 00 #751	\$	663 00 \$	1,053 00	41 \$ 266.50
6/22/2020	77 \$	1,001.00 \$		390 00 #755	\$	611 00 \$	1,001 00	37 \$ 240.50
6/29/2020	64.84 \$	842.92 \$		390 00 #761	\$	453 00 \$	843 00	24.84 \$ 161.46
7/6/2020	72.3 \$	939.90 \$		390 00 #765	\$	550 00 \$	940 00	32.3 \$ 209.95
8/3/2020	74 \$	962.00 \$		390 00 #783	\$	572 00 \$	962 00	34 \$ 221.00
8/10/2020	67 \$	871.00 \$		390 00 #787	\$	481 00 \$	871 00	27 \$ 175.50
8/17/2020	62.69 \$	814.97 \$		390 00 #791	\$	425 00 \$	815 00	22.69 \$ 147.48
8/24/2020	57.76 \$	750.88 \$		390 00 #795	\$	361 00 \$	751 00	17.76 \$ 115.44
8/31/2020	80 \$	1,040.00 \$		390 00 #801	\$	650 00 \$	1,040 00	40 \$ 260.00
9/7/2020	58 \$	754.00 \$		390 00 #805	\$	364 00 \$	754 00	18 \$ 117.00
9/14/2020	55.07 \$	715.91 \$		390 00 #809	\$	326 00 \$	716 00	15.07 \$ 97.95
9/21/2020	53.07 \$	689.91 \$		390 00 #813	\$	300 00 \$	690 00	13.07 \$ 84.95
9/28/2020	66 \$	858.00 \$		390 00 check missing	\$	468 00 \$	858 00	26 \$ 169.00
10/5/2020	86.15 \$	1,119.95 \$		390 00 #822	\$	730 00 \$	1,120 00	46.15 \$ 299.97

\$ 5,815.82

Date	Total Hours Worked	Straight Time Due @ 14	Straight Time Paid By Check	Check Number	Straight Time Paid in Cash	Actual Straight Time Paid	Overtime Hours Worked	Overtime Due @ 7
10/12/2020	87.14 \$	1,219.96 \$	280.00 #825	\$	800.00 \$	1,080.00	47.14 \$	329.98
10/19/2020	88 \$	1,232.00 \$	280.00 #828	\$	812.00 \$	1,092.00	48 \$	336.00
10/26/2020	64.28 \$	899.92 \$	280.00 #831	\$	620.00 \$	900.00	24.28 \$	169.96
11/2/2020	65 \$	910.00 \$	280.00 #836	\$	630.00 \$	910.00	25 \$	175.00
11/9/2020	52.86 \$	740.04 \$	280.00 #839	\$	460.00 \$	740.00	12.86 \$	90.02
11/16/2020	71 \$	994.00 \$	280.00 #842	\$	714.00 \$	994.00	31 \$	217.00
12/7/2020	57.14 \$	799.96 \$	280.00 #853	\$	520.00 \$	800.00	17.14 \$	119.98
12/14/2020	70 \$	980.00 \$	280.00 #856	\$	700.00 \$	980.00	30 \$	210.00
12/21/2020	54.28 \$	759.92 \$	280.00	859 \$	480.00 \$	760.00	14.28 \$	99.96
					\$		\$	1,747.90



## **EXHIBIT B**

**Scott Employment Law, P.C.****INVOICE**

160 Clairemont Avenue, Suite 610  
Decatur, GA 30030

Invoice # 429  
Date: 12/23/2021  
Due On: 01/22/2022

Maria Bowman  
[REDACTED]

**00358-Bowman**

**FLSA overtime claim**

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JS	09/27/2021	Conference with client and analyze claims	0.40	\$375.00	\$150.00
Service	MF	09/28/2021	Reviewed case file; began drafting Complaint; legal research in support of Georgia state law claims	2.60	\$300.00	\$780.00
Service	JS	09/28/2021	Work with associate on preparing Complaint	0.20	\$375.00	\$75.00
Service	JS	09/29/2021	Conference with associate regarding claims and Complaint	0.30	\$375.00	\$112.50
Service	MF	09/29/2021	Legal research on [REDACTED] [REDACTED] finished rough draft of complaint; phone call with client; revised draft complaint	6.60	\$300.00	\$1,980.00
Service	MF	09/30/2021	Reviewed and revised draft complaint; sent same to client for review; phone call with client	0.80	\$300.00	\$240.00
Expense	MF	09/30/2021	Reimbursable expenses: Court filing fee	1.00	\$402.00	\$402.00
Service	MF	09/30/2021	Phone call with client; finalized complaint based on revisions by partner; drafted proposed Summons, Cover Sheet, and Cert. of Interested Persons; filed case.	2.10	\$300.00	\$630.00
Service	JS	09/30/2021	Work with associate on finalizing and filing Complaint	0.20	\$375.00	\$75.00
Service	JS	10/01/2021	Review filings	0.10	\$375.00	\$37.50
Service	MF	10/04/2021	Email correspondence to process server	0.10	\$300.00	\$30.00
Service	MF	10/12/2021	Email correspondence with process server; drafted substitute service form for Ga. Sec'y	0.80	\$300.00	\$240.00

of State; drafted certification in support of same						
Service	JS	10/12/2021	Review attempts at service	0.10	\$375.00	\$37.50
Service	JS	10/21/2021	Conference with opposing counsel	0.20	\$375.00	\$75.00
Service	MF	10/26/2021	Emailed process server for service update and possible need for affidavit of non-service.	0.10	\$300.00	\$30.00
Service	MF	10/31/2021	Email to client	0.10	\$300.00	\$30.00
Service	JS	10/31/2021	Correspond with associate regarding [REDACTED]	0.10	\$375.00	\$37.50
Service	MF	11/01/2021	Phone call with client; email correspondence to partner summarizing same	0.40	\$300.00	\$120.00
Service	MF	11/01/2021	Phone call with client	0.20	\$300.00	\$60.00
Service	JS	11/01/2021	Conference with associate regarding case status and strategy	0.10	\$375.00	\$37.50
Service	MF	11/03/2021	Email to process server re: status of service	0.10	\$300.00	\$30.00
Service	JS	11/03/2021	Conference and correspond with opposing counsel regarding service and responsive pleadings	0.30	\$375.00	\$112.50
Expense	JS	11/10/2021	Reimbursable expenses: Service of Process	1.00	\$931.20	\$931.20
Service	MF	11/19/2021	Case discussion with partner	0.10	\$300.00	\$30.00
Service	JS	11/21/2021	Conference with opposing counsel, review documents, analyze claims	0.40	\$375.00	\$150.00
Service	MF	11/22/2021	Phone call with client; email to partner re: same	0.40	\$300.00	\$120.00
Service	JS	11/22/2021	Review client response to allegations	0.10	\$375.00	\$37.50
Service	JS	12/10/2021	Prepare for and conference with opposing counsel regarding resolution, damages, and potential counterclaims, and review correspondence related to same	0.40	\$375.00	\$150.00
Service	MF	12/13/2021	Verified unpaid overtime calculations; two phone calls with client	0.70	\$300.00	\$210.00
Service	JS	12/13/2021	Strategize regarding issues related to settlement	0.10	\$375.00	\$37.50
Service	JS	12/14/2021	Continue to work on settlement strategy	0.20	\$375.00	\$75.00
Service	JS	12/15/2021	Conference with client regarding settlement	0.30	\$375.00	\$112.50

and correspond with opposing counsel regarding same						
Service	MF	12/17/2021	Reviewed proposed Settlement Agreement and redlined same	0.70	\$300.00	\$210.00
Service	JS	12/17/2021	Work with associate on finalizing settlement	0.20	\$375.00	\$75.00
Service	JS	12/18/2021	Review proposed agreement	0.10	\$375.00	\$37.50
Service	MF	12/19/2021	Reviewed partner's proposed changes to draft Settlement Agreement	0.20	\$300.00	\$60.00
Service	JS	12/19/2021	Revise proposed settlement agreement	0.30	\$375.00	\$112.50
Service	JS	12/19/2021	Correspond with opposing counsel and continue to revise and finalize settlement agreement	0.50	\$375.00	\$187.50
Service	MF	12/20/2021	Phone call with client.	0.10	\$300.00	\$30.00
Service	MF	12/21/2021	Phone call with client	0.10	\$300.00	\$30.00
Service	MF	12/21/2021	Drafted Joint Motion for Settlement Approval and Proposed Order on same	3.30	\$300.00	\$990.00
Service	MF	12/21/2021	Reviewed and revised draft Joint Motion for Settlement Approval based on feedback from partner	0.40	\$300.00	\$120.00
Service	JS	12/21/2021	Continue to work on finalizing settlement	0.50	\$375.00	\$187.50
Service	JS	12/21/2021	Research and revise motion for approval	0.60	\$375.00	\$225.00
Service	JS	12/22/2021	Continue to prepare joint motion for settlement approval	0.20	\$375.00	\$75.00
Service	JS	12/22/2021	Continue to work on finalizing settlement and issues related thereto	1.20	\$375.00	\$450.00
					<b>Total</b>	<b>\$9,965.70</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
429	01/22/2022	\$9,965.70	\$0.00	\$9,965.70
<b>Outstanding Balance</b>				<b>\$9,965.70</b>

Total Amount Outstanding	\$9,965.70
--------------------------	------------

Please make all amounts payable to: Scott Employment Law, P.C.

Please pay within 30 days.